

[DO NOT PUBLISH]

IN THE UNITED STATES COURT OF APPEALS
FOR THE ELEVENTH CIRCUIT

No. 16-14255
Non-Argument Calendar

D.C. Docket No. 1:15-cv-02136-AT

BSL INVESTMENTS, II, LLC,
f.k.a. Fresh Frozen Foods, LLC,

Plaintiff - Appellant,

versus

FRESH FROZEN FOODS, INC.,
f.k.a. FFF Acquisition Sub, Inc.,

Defendant - Appellee.

Appeal from the United States District Court
for the Northern District of Georgia

(March 1, 2017)

Before WILSON, JORDAN, and ROSENBAUM, Circuit Judges.

PER CURIAM:

This is a contract dispute arising from an escrow agreement between BSL Investments and Fresh Frozen Foods. BSL filed a complaint in district court seeking a declaratory judgment that, among other things, Fresh Frozen Foods is not entitled to escrow funds governed by the agreement. The district court granted summary judgment to Fresh Frozen Foods. The court found that Fresh Frozen Foods requested access to the escrow funds as indemnification for damages it suffered from dealings with BSL; BSL failed to timely dispute the request; and under the plain language of the escrow agreement, BSL's failure waived BSL's right to contest the request. BSL appeals the district court's summary judgment decision.

After careful review of the record and the parties' briefs, we affirm substantially for reasons set forth in the district court's thorough opinion. *See BSL Investments, II, LLC v. Fresh Frozen Foods, Inc.*, No. 1:15-cv-02136 (N.D. Ga. June 16, 2016).

AFFIRMED.